

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

416 B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
July 14, 2009

**SUBJECT:** Lake Mathews Updated Watershed Evaluation  
Joint Funding Agreement

**RECOMMENDED MOTION:**

Approve the Joint Funding Agreement between District, County of Riverside (County) and Metropolitan Water District of Southern California (MWD) and authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

Under the Agreement, MWD will assume the lead role in administering a consultant agreement to perform the updated watershed evaluation. County, District, and MWD will equally share the cost of the updated evaluation up to a maximum amount not to exceed \$100,000 for each party.

This item is also on the County's Board Agenda this same date and County Counsel has approved the Agreement as to legal form.

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**WARREN D. WILLIAMS**  
General Manager Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. District Cost:	\$100,000	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	N/A	For Fiscal Year:	09-10

<b>SOURCE OF FUNDS: 25120 947420 524820 – Zone 2</b>	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Michael R. Shetter  
Michael R. Shetter

**County Executive Office Signature**

FORM APPROVED BY COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE

FISCAL PROCEDURES APPROVED  
BY: MAN M. CHAND, FINANCE DIRECTOR  
7/2/09  
M. CHAND

- Dept't Recomm.:  Consent  Policy
- Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: District: 1<sup>st</sup> Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

11.8



1 2. As the DWQMP study was completed nearly two decades ago, the Parties believe that  
2 some of its findings and conclusions may no longer be feasible or appropriate based on current  
3 water quality and environmental regulations, advances in stormwater management technologies,  
4 and available land in the watershed.

5 3. The Parties further believe that an updated watershed evaluation is necessary to assess  
6 the magnitude of the current and future runoff threat for Lake Mathews, and determine the  
7 optimal solutions to manage it. The Parties believe that existing practices and future  
8 development in the watershed may proceed without a comprehensive, watershed-wide  
9 assessment of the effects these activities have on Lake Mathews' source water quality.

11 4. Based on these shared beliefs and understandings, the Parties have agreed to share the  
12 costs associated with hiring a consultant to develop a dynamic watershed model in order to  
13 effectively characterize the watershed under existing and future development scenarios, and to  
14 identify cost-effective water quality improvement projects and/or programs that would provide  
15 the necessary protection for Lake Mathews.

17 5. To that purpose, Metropolitan has issued Request for Proposal 883 and is prepared to  
18 select a consultant to perform the updated watershed evaluation.

19  
20 **Terms of Agreement**

21 1. **Scope of Work**

22 Metropolitan, County, and District desire to share the costs of a consultant to develop a  
23 dynamic watershed model in order to effectively characterize the watershed under existing and  
24 future development scenarios, and to identify cost-effective water quality improvement projects  
25 and/or programs that would provide the necessary protection for Lake Mathews. Metropolitan  
26 agrees to retain consultant under a separate agreement and to manage consultant's work.  
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2 2. Agreement Administrator

3 For purposes of this Agreement, Metropolitan designates Rick Shpall as the Agreement  
4 Administrator. Metropolitan reserves the right to change this designation upon written notice to  
5 County and District.  
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7 3. Maximum Amount

8 The maximum amount payable by County, District, or Metropolitan under the terms of  
9 this cost sharing Agreement shall not exceed \$100,000 per party.  
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11 4. Work Product

12 Any draft or final work product or reports prepared by consultant under this Agreement  
13 shall be the joint property of County, District and Metropolitan, and may be used by each for its  
14 joint or individual purpose. Metropolitan shall provide County and District with copies of all  
15 draft work products data or reports prepared by consultant and allow thirty (30) calendar days  
16 for its review and comment.  
17

18 5. Billings and Payments

19 Upon receipt, review and approval of consultant's billing statement Metropolitan shall  
20 prepare and send to County and to District an invoice billing each party for one-third of the  
21 approved consultant statement amount. Metropolitan shall include with such invoice a copy of  
22 consultant's billing statement. District shall pay its one-third invoiced amount within thirty (30)  
23 days of receipt.  
24

25 Metropolitan acknowledges a prepayment by County of \$100,000 to be applied toward  
26 consultant's costs and expenses in preparation of the watershed study outlined above. In all  
27 invoices to County, Metropolitan shall indicate the balance of County funds on deposit. At the  
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1 conclusion of all work to be performed by consultant under this Agreement or the termination of  
2 this Agreement Metropolitan shall refund any remaining funds on deposit to County.

3 6. Indemnity

4 Metropolitan shall defend, indemnify and hold harmless County and District, their  
5 governing boards, officers, employees, and agents from and against all claims, suits, or causes  
6 of action for injury to any person or damage to any property arising out of any intentional or  
7 negligent acts or errors or omissions arising out of its performance of work under this  
8 Agreement.

10 District shall defend, indemnify and hold harmless County and Metropolitan, their  
11 governing boards, officers, employees, and agents from and against all claims, suits, or causes  
12 of action for injury to any person, or damage to any property, arising out of any intentional or  
13 negligent acts or errors or omissions arising out of its performance of work under this  
14 Agreement.

16 County shall defend, indemnify and hold harmless District and Metropolitan, their  
17 governing boards, officers, employees, and agents from and against all claims, suits, or causes  
18 of action for injury to any person, or damage to any property, arising out of any intentional or  
19 negligent acts or errors or omissions arising out of its performance of work under this  
20 Agreement.

22 7. Termination

23 Any Party may terminate this Agreement with or without cause by providing written  
24 notice to each other not less than sixty (60) days prior to the effective date of termination. All  
25 costs and expenses that have accrued as of the date of termination shall be paid by the Parties  
26 under this Agreement. Should this Agreement be terminated before consultant's work is  
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1 concluded, Metropolitan shall deliver to all other Parties copies of any draft or final work  
2 product that has not previously been delivered.

3 8. Notices

4 Any notice or communication given under this Agreement shall be effective when  
5 deposited, postage prepaid, with the United States Postal Service and addressed to the  
6 contracting parties as follows:  
7

8 County of Riverside  
9 4080 Lemon Street, 4<sup>th</sup> Floor  
10 Riverside, CA 92501  
11 Attention: Alex Gann

Riverside County Flood Control  
and Water Conservation Agreement  
1995 Market Street  
Riverside, CA 92501  
Attention: Stuart McKibbin

11 The Metropolitan Water District of  
12 Southern California  
13 Post Office Box 54153  
14 Los Angeles, CA 90054-0153  
15 Attention: Rick Shpall

16 Any party may change the address to which notice or communication is to be sent by  
17 providing advance written notice to the other parties.

18 9. Jurisdiction

19 This Agreement shall be deemed an agreement under the laws of the State of California  
20 and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree  
21 and consent to the exclusive jurisdiction of the courts of the State of California.

22 10. Entire Agreement

23 a. This writing contains the entire agreement of the Parties relating to the subject  
24 matter hereof; and the Parties have made no agreements, representations, or warranties relating  
25 to the subject matter hereof which are not set forth herein. Except as provided herein, this  
26 Agreement may not be modified or altered without formal amendment thereto.  
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1           b.     Notwithstanding the foregoing and to realize the purpose of this Agreement, the  
2 Agreement Administrator may issue a written modification to the Scope of Work subject to  
3 County and District approval, if this modification will not require a change to any other term of  
4 this Agreement.

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6 11.    Counterparts

7           This Agreement may be executed in counterparts, each of which shall be deemed an  
8 original.

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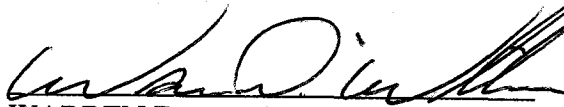
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement and shall be  
effective as of \_\_\_\_\_

2 (to be filled in by the Clerk of the Board)

3  
4 RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

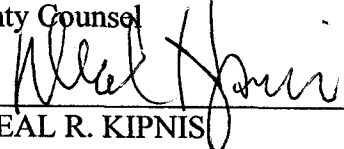
5  By \_\_\_\_\_  
6 WARREN D. WILLIAMS MARION ASHLEY, Chairman  
7 General Manager-Chief Engineer Riverside County Flood Control and Water  
Conservation District Board of Supervisors

8 APPROVED AS TO FORM:

ATTEST:

9 PAMELA J. WALLS  
10 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

11 By  \_\_\_\_\_  
12 NEAL R. KIPNIS  
13 Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

16 **COUNTY OF RIVERSIDE**

17 By \_\_\_\_\_  
18 JEFF STONE, Chairman  
County of Riverside Board of Supervisors


19 ATTEST:

20 KECIA HARPER-IHEM  
21 Clerk of the Board

22 By \_\_\_\_\_  
23 Deputy

(SEAL)

24 Cost Share Agreement  
25 6/30/09  
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27 FORM APPROVED COUNTY COUNSEL  
28 BY:  \_\_\_\_\_ DATE

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**THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA**

JEFFREY KIGHTLINGER  
General Manager

By: \_\_\_\_\_  
ROY L. WOLFE  
Group Manager

APPROVED AS TO FORM:

KAREN L. TACHIKI  
General Counsel

By: \_\_\_\_\_  
JOHN CLAIRDAY  
Sr. Deputy General Counsel

Cost Share Agreement  
6/30/09  
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